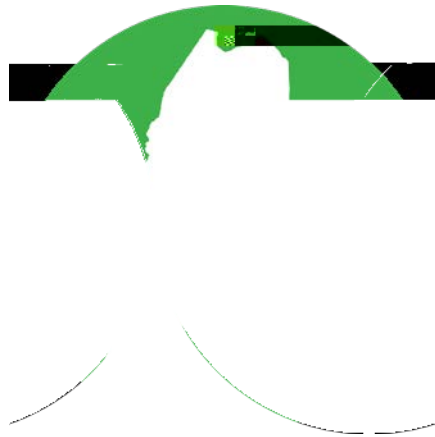


# Dental Plan Description



## Notice to Buyer:

This policy provides dental benefits only.

## Northeast Delta Dental

Delta Dental Plan of Maine

Delta Dental National Coverage



**Discrimination is Against the Law**

Northeast Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Northeast Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

**Northeast Delta Dental:**

Qualified sign language interpreters

Qualified sign language interpreters

Qualified interpreters

Qualified interpreters

Information written in other languages

If you need these services, contact Neiko Lavery, U.S. District Court

If you believe that Northeast Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, or disability, you may file a complaint with:

Neiko Lavery, U.S. District Court

Concord, NH 03301

603- 1127

TTY: 711

Fax: 603- 1035

[nlavery@nedelta.com](mailto:nlavery@nedelta.com)

You may file a complaint with the U.S. District Court for the District of New Hampshire

Neiko Lavery, U.S. District Court is available to help you.

You can also file a complaint with the U.S. Department of Health and Human Services

or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, Washington, DC

Washington, D.C. 20201

1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at <https://www.hhs.gov/medicaid/eligibility/>



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## Welcome

Northeast Delta Dental welcomes you to the growing number of people receiving benefits through our Dental Care programs.

This booklet, together with your Outline of Benefits, describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan. But, before you turn the page, we'd like you to know something about us.

Northeast Delta Dental is a not-for-profit organization originally established and supported by Dentists to make Dental Care more available to the general public.

Northeast Delta Dental is affiliated with a national association known as the Delta Dental Plans Association (DDPA) which provides Dental Care programs in all states and U.S. territories.

A majority of Dentists in Maine, New Hampshire, and Vermont participate with Northeast Delta Dental through participating agreements. In addition, there is a nationwide network of Participating Dentists available to you.

You are encouraged to take advantage of your Northeast Delta Dental plan since good oral health is an important part of your overall general health. You are also encouraged to participate in Northeast Delta Dental's innovative Health through Oral Wellness® (HOW®) program to be eligible for additional preventive dental benefits based upon a clinical risk assessment by your Dentist. Finally, you are also encouraged to obtain your Dental Care from a Participating Dentist to get the best value from your program.

**Your Coverage:** The coverage selected for your dental benefits plan uses Delta Dental's PPO and Premier networks of Participating Dentists. This Delta Dental network plan allows you to go to any Dentist of your choice and receive a level of benefits for covered services, but you will receive the best value from your plan if you visit a network Dentist. You pay no more than the Delta Dental

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**Health through Oral Wellness® (HOW®) program:** A healthy mouth is part of a healthy life, and Northeast Delta Dental's innovative Health through Oral Wellness (HOW) program works with your dental benefits to help you achieve and maintain better oral wellness. Here's how to participate in the HOW program.

x     **REGISTER**

Go to [www.healththroughoralwellness.com](http://www.healththroughoralwellness.com) and click on "Register Now."

x     **KNOW YOUR SCORE**

After you register, please take the free oral health risk assessment by clicking on "Free Assessment" in the Know Your Score section of the website.

x     **SHARE YOUR SCORE WITH YOUR DENTIST**

The next step is to share your results with your Dentist at your next dental visit. Your Dentist can discuss your results with you and perform a clinical version of the risk assessment. Based on your risk and subject to the provisions of your dental benefits plan, you may be eligible for additional preventive benefits at no cost.

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## I. Definitions

1. **Agreement:** the contractual relationship between your group and Delta Dental to provide dental benefits to Eligible Persons, including this document, the contract application, the group contract, and the Outline of Benefits.
2. **Co-insurance:** the amount of the Dental Care cost which you are required to pay after application of Co-insurance Percentages.
3. **Co-insurance Percentage:** the percentage specified in your Outline of Benefits as the amount covered by this dental benefits plan for Coverages A, B, C and D, respectively.
4. **Co-payment:** the amount of the Dental Care cost which you are required to pay and the Co-insurance Percentage.
5. **Contract Holder:** the group named in the contract application.
6. **Coverage:** the Dental Care referred to in the Agreement.
7. **Coverage Period:** Benefit Period as defined in the Outline of Benefits.
8. **Deductible:** the portion of the charge for covered Dental Care which the Subscriber or Eligible Dependent must pay before Delta Dental's payment responsibility begins. The Deductible for your Coverage is listed in your Outline of Benefits.
9. **Delta Dental Plans Association (DDPA):** the association which comprises all of the Delta Dental Plans and affiliated organizations operating in the United States and its territories.
10. **Denied:** if the fee for a procedure or service is Denied and chargeable to the Eligible Person, the procedure or service is not a benefit of the Eligible Person's plan. The approved amount is not payable by Northeast Delta Dental, but is collectable from the Eligible Person.
11. **Dental Care:** dental services ordinarily provided by licensed Dentists or ODPs for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with accepted standards of dental practice at the time the service is rendered.
12. **Dental Plan Description (DPD):** this DPD is part of the Agreement which provides the terms and conditions under which Northeast Delta Dental shall administer your dental benefit plan.
13. **Dentist:** a person duly licensed to practice dentistry in the state in which the Dental Care is provided.
14. **Dependent:**
  - (a) The spouse or Domestic Partner of the Subscriber.
  - (b) A child of the Subscriber or of the spouse, or Domestic Partner of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship and in the custody of the Subscriber, or the spouse, or Domestic Partner of the Subscriber, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested.

A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first sixty (60) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's first birthday.

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15. **Domestic Partner:** the same sex or opposite sex partner of the Subscriber (and their Dependents) who:

(a) Is a mentally competent adult as is the Subscriber.

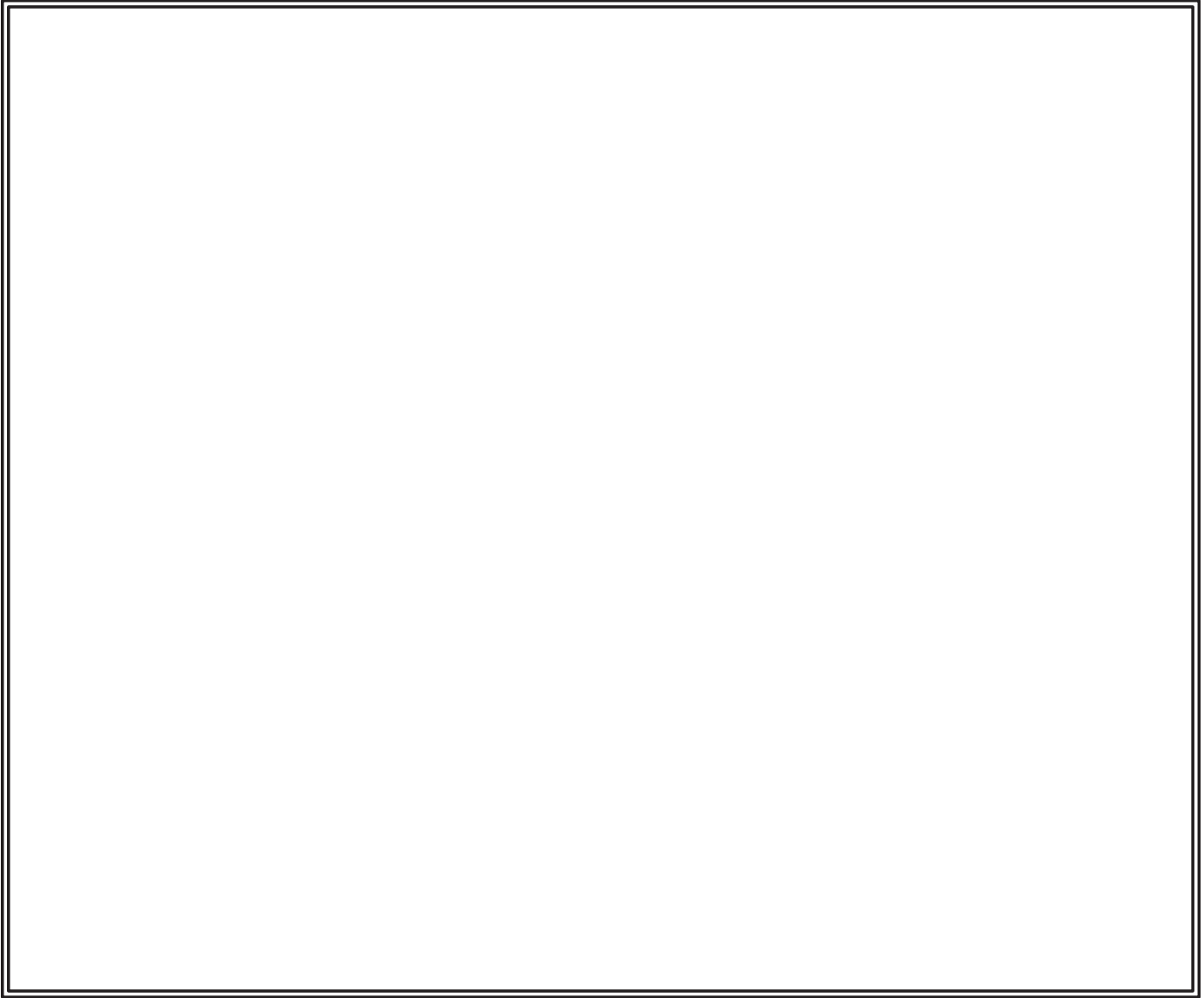
(b) Has been legally domiciled with the Subscriber the hd widt wi O Tw r2jn[BottTjc O Tw 1.1p.6 (jn2p.6



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27. **Predetermination:** an administrative procedure by which the Dentist submits the treatment plan to Northeast Delta Dental in advance of performing Dental Care. Northeast Delta Dental recommends that you ask your Dentist to request a Predetermination of proposed services that are considered to be other than brief or routine. A Predetermination provides an estimate of what Northeast Delta Dental will pay for the services which helps avoid confusion and misunderstanding between you and your Dentist.
28. **Processing Policies:** policies approved by Northeast Delta Dental, as may be amended from time to time, to be used in processing claims for payment or review, and processing treatment plans for Predetermination. Processing Policies are approved by the Contract Holder by signing the Group Contract. Most frequently used Processing Policies are contained in the terms, conditions and limitations described in this DPD.
29. **Subscriber:** any person who:
- (a) Renders service to the Contract Holder as a paid employee.
  - (b) Is certified by the Contract Holder as a member of the group specified in the contract application.
  - (c) Enrolls in the group's dental benefits plan.

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3. Detailed and extensive oral evaluations are a covered benefit once per Dentist/dental office and is counted toward your oral evaluation benefit. Comprehensive, detailed and extensive oral evaluations performed on children under the age of three (3) will be payable as an oral evaluation. The difference in fees is Not Billable to the Eligible Person.
  4. Oral evaluations for Eligible Persons under age three (3), when performed on the same date of service by the same Dentist/dental office as a comprehensive evaluation, are Not Billable to the Eligible Person.
  5. Pre-diagnostic services, such as a screening or an assessment of an Eligible Person, are covered benefits once in a period of twelve (12) months and crosscheck for time limitations. Payment for a screening or assessment are Not Billable to the Eligible Person if billed on the same date of service or billed with an oral evaluation.
  6. Pre-visit screening of an Eligible Person is not a covered benefit. The fee for a pre-visit screening is Not Billable to the Eligible Person.
  7. A panoramic radiographic image is a covered benefit once in a five (5) year period for Eligible Persons.
  8. Benefits are limited to either a panoramic radiographic image or an intraoral complete series radiographic images once in a period of five (5) years.
  9. Payment for additional periapical, bitewing

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20. Cone beam imaging and interpretation are covered benefits once in a period of twelve (12) months. Cone beam image capture only, received on the same day as a cone beam image capture and interpretation, by the same Dentist/dental office is Not Billable to the Eligible Person.
  21. Cephalometric images and oral/facial photographic images are not a covered benefit.
  22. Oral cancer screening, except brush biopsy, is not a covered benefit.
  23. Oral Pathology laboratory services are a covered benefit when accompanied by a pathology report. If more than one of these procedures is billed for the same tooth site on the same day, by the same Dentist/ dental office, payment is allowed for the most inclusive procedure and the less inclusive procedure is Not Billable to the Eligible Person.
  24. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures, and the fee is Not Billable to the Eligible Person.
  25. Laboratory tests for caries susceptibility are not a covered benefit and are Not Billable to the Eligible Person when billed with an oral evaluation for children under the age of three (3).
  26. Caries risk assessment is a covered benefit once in a period of twelve (12) months for Eligible Persons age three (3) and older. Benefits for caries risk assessment are Not Billable to the Eligible Person if billed for children under the age of three (3), if billed within twelve (12) months by the same Dentist/dental office, or if performed with other risk assessments by the same Dentist/dental office.

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35. Application of caries arresting medicament is a covered benefit twice per tooth in a twelve (12) month period. If the application of caries arresting medicament is placed by the same



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3. Tooth preparation, bases, copings, protective restorations, impressions, image capture only and local anesthesia or other services that are part of the complete dental procedure, are considered components of, and included in the fee for, a complete procedure and are Not Billable to the Eligible Person.
  4. Resin restorations in posterior teeth (white fillings in bicuspids and molars) are not covered unless specified as a covered benefit in the Outline of Benefits. If a resin restoration is performed on posterior teeth, other than the buccal surface of bicuspids, an allowance will be paid equal to an amalgam (silver) restoration, and the Eligible Person will be responsible for any additional fee.
  5. a Protective restorations are Not Billable to t0.05.6 eligible Perso,







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50. An apicoectomy is a covered benefit once per tooth in a period of three (3) years. Retreatment by the same Dentist/dental office within twenty-four (24) months is Not Billable to the Eligible Person.
  51. An internal root repair of perforation defects is a covered benefit once in a lifetime on permanent teeth only. If performed on a primary tooth the benefit is Denied. The fee for an internal root repair of perforation defects is Not Billable to the Eligible Person if performed on the same date of service by the same Dentist/dental office as an apicoectomy or retrograde filling.
  52. Retrograde fillings are a covered benefit once per root per three (3) years. Retreatment within twenty-four (24) months of the original procedure by the same Dentist/dental office is Not Billable to the Eligible Person.

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63. Fees for guided tissue regeneration, resorbable or non-resorbable barrier per site or per implant, edentulous area, resorbable or non-resorbable barrier per site, are Denied when done in conjunction with mucogingival/soft tissue grafts in the same surgical area.
  64. Guided tissue regeneration, resorbable barrier, per site in conjunction with periradicular surgery is not a covered benefit.
  65. Osseous surgery is a covered benefit per quadrant (maximum of two (2) quadrants per office visit) once in a period of three (3) years. Fees are Not Billable to the Eligible Person for surgical re-entry by the same Dentist/dental office within a three (3) year period, and/or if more than two quadrants are treated in one office visit, the fee will be Denied.
  66. Fees for restorations on the same tooth by the same Dentist/dental office performed within sixty (60) days of the application of caries arresting medicament are Denied. The Eligible Person is responsible for the fee.
  67. Gingival irrigation is not a covered benefit and fees are Denied. Fees for gingival irrigation are Not Billable to the Eligible Person when performed in conjunction with any periodontal service.
  68. The fabrication of an athletic mouthguard is a covered benefit once in a twenty-four (24) month period for Eligible Persons age eighteen (18) and younger. The fee for the fabrication of an athletic mouthguard for Eligible Persons nineteen (19) and older is Denied. The Eligible Person is responsible for the fee.
  69. Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachments and management of hypertrophied and hyperplastic tissue) is not a covered benefit.

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**Major Benefits (Coverage C)**

**Restorative Crowns and Onlays:** Crowns and onlays when a tooth cannot be adequately restored with amalgam (silver) or resin (white) restorations.

**Prosthodontics:** Fixed partial dentures (abutment crowns and pontics),

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5. A core buildup is a covered benefit once in a seven (7) year period per tooth for Eligible Persons age twelve (12) and older. The fees for core buildups are Not Billable to the Eligible Person when buildups are performed in conjunction with inlays, 3/4 crowns or onlays and indirectly fabricated or prefabricated post and cores.
  6. An indirectly fabricated or prefabricated post and core is payable only on an endodontically treated tooth and is a covered benefit once in a seven (7) year period for Eligible Persons age twelve (12) and older. Fees for post and cores are Not Billable to the Eligible Person when radiographs indicate an absence of endodontic treatment, incompletely filled canal space or unresolved pathology associated with the involved tooth. Each additional post in the same tooth is considered part of the post and core procedure. A separate fee is Not Billable to the Eligible Person.
  7. A core buildup or indirectly fabricated and prefabricated post and cores in conjunction with a fixed partial denture crown are a covered benefit once in a seven (7) year period per tooth for Eligible Persons age sixteen (16) and older.
  8. Scaling and debridement in the presence of inflammation or mucositis of a single implant is a covered benefit once in a twenty-four (24) month period. Fees for retreatment are Not Billable to the Eligible Person if performed within twelve (12) months of restoration or within twenty-four (24) months of initial therapy by the same Dentist/dental office. If performed by a different Dentist/dental office, the fee is Denied.
  9. The fee for scaling and debridement in the presence of inflammation or mucositis of a single implant is Not Billable to the Eligible Person when performed in the same quadrant by the same Dentist/dental office as periodontal scaling and root planing or gingival flap procedure, and osseous surgery or debridement of peri-implant defect.
  10. The fee for scaling and debridement in the presence of inflammation or mucositis of a single implant is Not Billable to the Eligible Person



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35. The relining of a denture is a covered benefit twice in a period of twelve (12) months for Eligible Persons age sixteen (16) and older. The fee for reline of a denture cannot exceed one-half of the fee for a new appliance, and any excess fee by the same Dentist/dental office is Not Billable to the Eligible Person on the same date of service.
  36. The rebase of a denture is a covered benefit once in a period of seven (7) years for Eligible Persons age sixteen (16) and older. The fee for rebase of a denture cannot exceed one-half of the fee for a new appliance, and any excess fee by the same Dentist/dental office is Not Billable to the Eligible Person on the same date of service.
  37. The reline or rebase of a denture is Not Billable to the Eligible Person if performed within six (6) months of initial placement by the same Dentist/dental office.
  38. Sectioning of a fixed partial denture in order to remove the denture prior to placing a new denture is Not Billable to the Eligible Person. Sectioning of a fixed partial denture to preserve a portion of the denture for continued use may be covered but is subject to a dental consulta (al)-3.1 ( )Tuvur7o.6 ( o)-5.7 (f)5ive( o)-5.7 (f)5ff O Tw 1( )TjEMC /LBod9.843CID 14 BDC -0.0





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3. Northeast Delta Dental's payment for orthodontic benefits, when covered, shall be limited to the lifetime Maximum per Eligible Person

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- (n) Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.



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For services covered, Delta Dental's date of incurred liability for multiple visit procedures is as follows:

- (i) Restorative Crowns and Onlays — Total cost for crowns and onlays shall be incurred on the date that the crown or onlay is cemented.
- (ii) Fixed Partial Dentures (abutment crowns and pontics) — The total cost for fixed partial dentures shall be incurred on the date that the said appliance is cemented.
- (iii) Removable Complete and Partial Dentures — Total cost for removable complete and partial dentures shall be incurred on the date that the said appliance is delivered to the Eligible Person.
- (iv) Endodontics — Total cost for endodontic treatment shall be incurred when the canal is filled to completion.
- (v) Implant Body — Total cost for the implant body, including healing cap, shall be

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4. If paragraphs 1 through 3 above do not establish an order of benefit determination, the benefits of the plan which has covered the Eligible Person for the longer period of time shall be determined first.
  5. The order of payment for the claims of a Dependent child of divorced or legally separated parents will be as follows:
    - (a) The plan of the parent with custody.
    - (b) The plan of the spouse of the parent with custody (step-parent).
    - (c) The plan of the parent without custody.
    - (d) If the parents have joint legal custody, paragraph 3 above will apply.

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VI.



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In addition, or as an alternative to the written request, you may request a hearing from the Review Committee to consider matters raised in your appeal. At the hearing, you are entitled to representation by a lawyer or other representative, to request a stenographer to transcribe the hearing, to present evidence, to request the testimony of witnesses, and to cross-examine witnesses. You or your representative may review the Agreement and related pertinent documents. The hearing will be scheduled with prompt written notice to you no later than thirty (30) days after your request. A decision will be provided within thirty (30) days after the hearing. The decision of the Review Committee will be in writing and will include specific reasons for the decision.

**Notice of Right to Appeal Your Health Insurer's Final Decision**

You may have a legal right to have our decision reviewed by an organization that is neutral. This is called Independent External Review.

**You must ask for this Independent External Review no later than one year after receiving the notice of internal review denial.**

**Call the Department of Professional & Financial Regulation at 800-300-5000 to ask for this review.**

Department of Professional & Financial Regulation  
Bureau of Insurance  
#34 State House Station  
Augusta, ME 04333-0034  
800-300-5000 (toll free in Maine) or 207-624-8475  
Fax: 207-624-8599

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A. Continuation Coverage Rights Under COBRA:  
Introduction

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**When is COBRA continuation coverage available?**

Qualified beneficiaries will be offered COBRA continuation only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- x The end of employment or reduction of hours of employment.
- x Death of the employee.
- x The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to your employer.**

**How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that gagee tpenre 6 (t)-6Csm



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**Doctor-Patient Relationship:**

The Eligible Person has the freedom to choose any Dentist or ODP. Dentists and ODPs rendering service under the Agreement are independent contractors and will maintain the traditional doctor-patient relationship. The Dentist or ODP will be solely responsible to the patient for dental advice and treatment and any resulting liability.

**Loss of Eligibility During Treatment:**

If an Eligible Dependent loses eligibility while receiving dental treatment, only covered services received while eligible will be considered for payment. Someone enrolled under your policy may lose eligibility if such person ceases to be an Eligible Person in accordance with the provision of Section I. 17. of this DPD.

**Cognitive Impairment or Functional Incapacity – Notice of Rights:**

Under Maine law, a person having a mental or nervous disorder with a demonstrable organic origin causing significant cognitive impairment or functional incapacity, including, but not limited, to Pick's Disease, Parkinson's Disease, Huntington's Chorea or Alzheimer's Disease and related dementias (a "Cognitive Impairment or Functional Incapacity") has certain rights with respect to his/her coverage under this dental plan. The following are a list of those rights:

- (a) To designate a third party to receive notice of cancellation of this dental benefits plan.
- (b) To change the designated third party upon written request sent or given to Delta Dental.
- (c) To reinstatement of this dental plan if the coverage was cancelled due to non-payment of premium or other default.

Within ten (10) days of a request by an insured, Delta Dental will mail or cause to be personally delivered a Third Party Notice Request Form. In the event that coverage under this policy is to be terminated, Delta Dental shall provide, in addition to any other notice to the insured required by law, a notice of the pending cancellation to any third party properly designated by a covered person having a Cognitive Impairment or Functional Incapacity. Such notice shall contain all information required by law and shall be at least twenty-one (21) days prior to the expiration of the applicable payment grace period. If a request for reinstatement of coverage is Denied, notice of denial shall be provided to the subscriber, to any designated third party, and to the person making the request. The denial shall include notification of a thirty (30) day period once the denial is received during which a hearing before the Superintendent may be requested.

**Notice of Legal Action:**

You may not bring a legal action against Delta Dental under this policy until sixty (60) days after notice of claim. No such action shall be brought after the expiration of two (2) years after the time written notice of claim is required to be furnished.

**Maintaining Your Privacy:**

Northeast Delta Dental has always respected and carefully preserved the privacy and confidentiality of Subscribers and their Dependents. As part of that protection, compliance with all state and federal laws regarding privacy of personal and health information is maintained.

By receiving coverage pursuant to this dental plan, each Eligible Person, including a parent or guardian in the case of a minor Dependent, agrees that, except as restricted by applicable state and federal laws, Northeast Delta Dental may have access to all dental and health records, and medical data from Dentists, ODPs, and other health care providers for reasons of essential insurance functions; claims administration; claims adjustment and the management, detection, investigation, or reporting of actual or potential fraud; misrepresentation or criminal activity; underwriting; policy placement or issuance; loss control; ratemaking and guaranty fund functions; reinsurance and excess loss insurance; risk management; case management; disease management; quality assurance; or quality improvement; performance evaluation; provider credentialing verification; utilization review; peer review activities; actuarial, scientific, medical or public policy research; grievance procedures; internal administration of compliance, managerial, and information systems; policyholder service functions; auditing; reporting; database security; administration of consumer disputes and inquiries; external accreditation standards; the replacement of a group benefit plan or workers' compensation policy or program; activities in connection with a sale, merger, transfer or exchange of all or part of a business or operating unit.

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Northeast Delta Dental  
Delta Dental Plan of Maine  
One Delta Drive  
PO Box 2002  
Concord, NH 03302 -2002  
[www.nedelta.com](http://www.nedelta.com)

Customer Service  
603- 223-1234  
800 -832 -5700  
TTY/Hearing Impaired 711

Corporate Office  
603- 223-1000  
800 -537-1715